

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Louis A Morris, Jr , Debtor Paula J Morris, Joint Debtor SELENE FINANCE LP AS ATTORNEY IN FACT FOR WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST Movant v. Louis A Morris, Jr., Paula J Morris, Debtor/Respondent Kenneth E. West, Esquire Trustee/Respondent	Bankruptcy No. 19-12370-elf Chapter 13 Related Doc.: 30 Hearing: June 15, 2021 at 9:30 AM
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STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured Creditor, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A

CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM

MORTGAGE ACQUISITION TRUST and Louis A Morris, Jr and Paula J Morris, "Debtor(s)" by

and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On August 6, 2008, Louis A Morris, Jr. and Paula J Morris executed and delivered a Promissory Note ("Note") and Mortgage ("Mortgage") securing payment of the Note in the amount of \$260,189.87 to Household Finance Consumer Discount Company.

2. The Mortgage was recorded on August 12, 2008 in Book 5882 at Page 1216 of the Public Records of Bucks County, Pennsylvania.
3. The Mortgage was secured as a lien against the Property located at 1864 Garden Court, Langhorne, PA 19047, ("the Property").
4. On May 20, 2021, Secured Creditor filed a Motion for Relief from Automatic Stay due to the Debtor's default of the post-petition mortgage obligation due to Secured Creditor.
5. Debtor has since brought the account with Secured Creditor due for the August 11, 2021 installment payment.
6. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,823.81, per month shall become due under the Note and Mortgage on the 1st day of each successive month, beginning August 11, 2021, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
7. Secured Creditor and Debtor desire to resolve this matter in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

1. Debtor confirms and acknowledges the obligations to Secured Creditor under the Note and Mortgage.
2. Debtor further agrees to continue to make the regular post-petition payment of principal and interest in the amount of \$1,823.81, (Debtor's acknowledges that the monthly payment is subject to change) which shall become due on the 11th day of each month beginning on August 11, 2021, until the obligation Secured Creditor, its successors and/or assignees under the Note is paid in full. All payments shall to be made to the following address:

Wilmington Savings Fund Society, C/O Selene Finance, LP

9990 Richmond Ave, Suite 400 South Houston, TX 77042

3. Debtor agrees that no more than two (2) defaults are permitted from the date of the Stipulation. Debtor agrees that if defaults occur under the terms of this Stipulation more than two (2) times, then, without any further notice, Secured Creditor, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Secured Creditor, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
4. Neither Secured Creditor's consent to this Stipulation nor Wilmington Savings Fund Society's acceptance of any payments tendered by Debtor shall be construed as a waiver of Secured Creditor's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however Secured Creditor agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
5. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
6. Debtor hereby certifies and confirms that has reviewed the terms of the Stipulation with Counsel that Debtor understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor to sign this Stipulation.

IT IS HEREBY STIPULATED:

By: /s/ _____

Date: _____

Charles G. Wohlrab

Robertson, Anschutz, Schneid & Crane, LLC

PA ID 314532

10700 Abbott's Bridge Rd., Suite 170
Duluth, GA 30097
Telephone: 973-575-0707
Facsimile: 973-404-8886
Email: cwohlrab@rascrane.com

Attorney for *Morant*

/s/  with express permission

BRAD J. SADEK
Pennsylvania Bar No. 90488
1315 Walnut Street
Suite 502
Philadelphia, PA 19107
Telephone: 215-545-0008
Facsimile: 215-545-0611

NO OPPOSITION:

/s/ Kenneth E. West with express permission

Kenneth E. West
Office of the Chapter 13 Standing Trustee
1234 Market Street - Suite 1813
Philadelphia, PA 19107
Telephone: 215-627-1377

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA
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ORDER OF COURT

AND NOW, this ____ day of _____, 2021, upon consideration of the foregoing
Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is
approved.

Chief Judge Magdeline D. Coleman

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CERTIFICATE OF SERVICE

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on _____, 2021, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Louis A Morris, Jr
1864 Garden Court
Langhorne, PA 19047

Paula J Morris
1864 Garden Court
Langhorne, PA 19047

BRAD J. SADEK
Sadek and Cooper

1315 Walnut Street
Suite 502
Philadelphia, PA 19107

Kenneth E. West
Office of the Chapter 13 Standing Trustee
1234 Market Street - Suite 1813
Philadelphia, PA 19107

United States Trustee
Office of the U.S. Trustee
200 Chestnut Street
Suite 502
Philadelphia, PA 19106

By: /s/ _____
Charles G. Wohlrab, Esq.
Email: cwohlab@raslg.com